

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

ADOBE INC.,
Plaintiff,
v.
SHUANG XU, et al.,
Defendants

Case No.: ED CV 18-1836-DMG (SHKx)

**PERMANENT INJUNCTION
AGAINST DEFENDANT SHUANG
XU AND DISMISSAL OF ENTIRE
ACTION |63**

The Court, pursuant to the Stipulation for Entry of Permanent Injunction and Dismissal of Entire Action (“Stipulation”), between Plaintiff Adobe Inc. (“Plaintiff”), on the one hand, and Defendant Shuang Xu (“Defendant”), on the other hand, hereby ORDERS that a permanent injunction shall be and hereby is entered against Defendant as follows:

1. **PERMANENT INJUNCTION.** Defendant and any person or entity acting at his direction, is hereby restrained and enjoined, pursuant to 15 United States Code (“U.S.C.”) §1116(a) and 17 U.S.C. §502, from intentionally engaging in, directly or indirectly, or authorizing or assisting any third party to engage in, any of the following unauthorized activities in the United States and throughout the world:

1 a. copying, manufacturing, importing, exporting, marketing,
2 purchasing, acquiring, offering for sale, selling, distributing or dealing in any
3 product or service that uses, or otherwise making any use of, any unauthorized
4 copies of Plaintiff's trademarks and copyrights, including but not limited to
5 ADOBE®, ACROBAT® and/or CREATIVE SUITE® marks and works
6 (collectively "Plaintiff's Trademarks and Copyrights"), and/or any Intellectual
7 Property that is confusingly or substantially similar to, or that constitutes a
8 colorable imitation of, any of Plaintiff's Trademarks and Copyrights, whether such
9 use is as, on, in or in connection with any trademark, service mark, trade name,
10 logo, design, Internet use, website, domain name, metatags, advertising,
11 promotions, solicitations, commercial exploitation, television, web-based or any
12 other program, or any product or service, or otherwise;

13 b. copying or downloading, other than for personal use of a
14 validly licensed and registered software, of any software containing Plaintiff's
15 Trademarks and Copyrights, including but not limited to ADOBE®, ACROBAT®,
16 and CREATIVE SUITE® marks and works and/or any Intellectual Property that is
17 confusingly or substantially similar to, or that constitutes a colorable imitation of,
18 any of Plaintiff's Trademarks and Copyrights;

19 c. importing, exporting, marketing, purchasing, downloading,
20 selling, offering for sale, distributing or dealing in any unauthorized product or
21 service that unlawfully uses, or otherwise making any unauthorized use of any
22 original equipment manufacturer ("OEM") or educational/academic ("EDU")
23 versions of Plaintiff's software;

24 d. importing, exporting, marketing, purchasing, downloading,
25 selling, offering for sale, distributing or dealing in any product or service that uses,
26 or otherwise making any use of any of Plaintiff's serial activation keys or numbers;

27 e. importing, exporting, marketing, purchasing, downloading,
28 selling, offering for sale, distributing or dealing in any product or service that uses,

1 or otherwise making any use of any of Plaintiff's products that are intended to be
2 sold only outside of the United States of America or Canada;

3 f. performing any act or thing which is likely to injure any of
4 Plaintiff's Trademarks and Copyrights, including but not limited to ADOBE®,
5 ACROBAT® and CREATIVE SUITE® marks and works;

6 g. engaging in any acts of federal and/or state trademark and/or
7 copyright infringement, false designation of origin, unfair competition, dilution, or
8 other act which would damage or injure Plaintiff's Trademarks and Copyrights;

9 h. using any Internet domain name or website that includes any of
10 Plaintiff's Trademarks and Copyrights, including but not limited to the ADOBE®,
11 ACROBAT® and CREATIVE SUITE® marks and works; and/or

12 i. applying to the Adobe Partner Connection Program or any other
13 authorized reseller or distribution program sponsored or approved by Plaintiff or
14 one of its agents. This prohibition includes Defendant applying to such a program
15 through any other business name or sales platform and/or using the information of
16 any of his agents, servants, employees, partners, directors, officers, assignees,
17 family members, or any others affiliated with Defendant. Any acceptance or
18 approval by Plaintiff of an application made in violation of this provision shall not
19 be construed as a waiver or modification of this explicit injunctive provision,
20 unless the Parties jointly file a joint stipulation with the Court seeking relief from
21 this provision and the Court so orders.

22 2. **FORFEITURE.** Defendant is ordered to deliver immediately for
23 destruction all unauthorized products, including counterfeit, EDU, OEM, or non-
24 U.S./Canadian-intended versions of Plaintiff's software and related products, serial
25 activation keys and cards, labels, signs, prints, packages, wrappers, receptacles and
26 advertisements relating thereto in his possession or under his control bearing any
27 of Plaintiff's intellectual property or any simulation, reproduction, counterfeit,

copy or colorable imitations thereof, to the extent that any of these items are in Defendant's possession.

3. **SERVICE.** This Permanent Injunction shall be deemed to have been served upon Defendant at the time of its execution by the Court. The Court finds there is no just reason for delay in entering this Permanent Injunction against Defendant, and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this Permanent Injunction against Defendant.

4. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be taken from this Permanent Injunction against Defendant, and the parties waive all rights to appeal. This Court expressly retains jurisdiction over this matter to enforce any violation of the terms of the underlying Confidential Settlement Agreement between the parties and this Permanent Injunction.

5. **NO FEES AND COSTS.** The parties shall bear their own attorneys' fees and costs incurred in this matter.

6. **DISMISSAL.** Upon entry of this Permanent Injunction against Defendant, the Court hereby dismisses this action in its entirety.

IT IS SO ORDERED.

DATED: October 2, 2019

Dolly M. Gee

DOLLY M. GEE
UNITED STATES DISTRICT JUDGE